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12 *Attorneys for Plaintiff,*
13 *Griselda Rodriguez*

14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE DISTRICT OF NEVADA**

16 Griselda Rodriguez,

17 Plaintiff,

18 vs.

19 Experian Information Solutions, Inc.,
20 an Ohio Corporation, and
21 Synchrony Bank,
22 a foreign corporation,

23 Defendants.

Case No.:

COMPLAINT

JURY TRIAL DEMAND

1 NOW COMES THE PLAINTIFF, GRISELDA RODRIGUEZ, BY AND
2 THROUGH COUNSEL, Kristie L. Fischer, Esq. and for her Complaint against the
3 Defendants, pleads as follows:
4

5 **JURISDICTION**

- 6
- 7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p.
 - 8 2. This is an action brought by a consumer for violation of the Fair Credit Reporting
9 Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]).
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11

12 **VENUE**

- 13
- 14 3. The transactions and occurrences which give rise to this action occurred in the
15 City of Las Vegas, Clark County, Nevada.
 - 16 4. Venue is proper in the District of Nevada.
17

18 **PARTIES**

- 19
- 20 5. Plaintiff is a natural person residing in City of Las Vegas, Clark County,
21 Nevada.
 - 22 6. The Defendants to this lawsuit are:
23 a. Experian Information Solutions, Inc., (“Experian”) is an Ohio
24 corporation that conducts business in the state of Nevada; and
25 b. Synchrony Bank, (“Synchrony”) is a foreign corporation that conducts
26 business in the state of Nevada.
27
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GENERAL ALLEGATIONS

7. Synchrony is inaccurately reporting its tradeline (“Errant Tradeline”) with an erroneous scheduled monthly payment amount of \$59.00 on Plaintiff’s Experian credit disclosure.
8. The account reflected by the Errant Tradeline is closed with \$0.00 balance. Plaintiff no longer has an obligation to make monthly payments to Synchrony. This creditor has accelerated the balance due and hence Plaintiff no longer has the right nor obligation to satisfy this debt in installment payments.
9. The Errant Tradeline should be reported by Synchrony with a monthly payment of \$0.00. Per credit reporting industry standard and the Credit Reporting Resource Guide, which is the credit reporting manual created by the three major credit bureaus, no furnisher may report a monthly payment on a closed account.
10. On April 27, 2020, Plaintiff obtained her Experian credit disclosure and noticed the Errant Tradeline inaccurately reporting with an erroneous monthly payment amount.
11. On or about June 16, 2020, Plaintiff submitted a letter to Experian, disputing the Errant Tradeline.
12. In her dispute letter, Plaintiff explained that she does not owe the recurring payment reflected by the Errant Tradeline. Plaintiff no longer has an obligation

1 to make monthly payments to Synchrony. Accordingly, Plaintiff asked Experian
2 to report the Errant Tradeline with the monthly payment amount of \$0.00.
3

4 13.Experian forwarded Plaintiff's consumer dispute to Synchrony.

5 14.Synchrony received Plaintiff's consumer dispute from Experian.

6 15.Experian and Synchrony did not consult the Credit Reporting Resource Guide as
7 part of its investigation of Plaintiff's dispute.
8

9 16.Plaintiff had not received Experian's investigation results. Therefore, on July 23,
10 2020, Plaintiff obtained her Experian credit disclosure, which showed that
11 Experian and Synchrony failed or refused to report the scheduled monthly
12 payment as \$0.00 on the Errant Tradeline.
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15 17.As a direct and proximate cause of the Defendants' negligent and/or willful
16 failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*,
17 Plaintiff has suffered credit and emotional damages. Plaintiff has also
18 experienced undue stress and anxiety due to Defendants' failure to correct the
19 errors in her credit file or improve his financial situation by obtaining new or
20 more favorable credit terms as a result of the Defendants' violations of the FCRA.
21
22

23 **COUNT I**

24 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
25 **SYNCHRONY**

26 18.Plaintiff realleges the above paragraphs as if recited verbatim.
27
28

1 19. After being informed by Experian of Plaintiff's consumer dispute of the
2 scheduled monthly payment amount, Synchrony negligently failed to conduct a
3 proper investigation of Plaintiff's dispute as required by 15 USC 1681s-2(b).
4

5 20. Synchrony negligently failed to review all relevant information available to it and
6 provided by Experian in conducting its reinvestigation as required by 15 USC
7 1681s-2(b) and failed to direct Experian to report the Errant Tradeline with a
8 \$0.00 monthly payment amount.
9

10 21. The Errant Tradeline is inaccurate and creates a misleading impression on
11 Plaintiff's consumer credit file with Experian to which it is reporting such
12 tradeline.
13

14 22. As a direct and proximate cause of Synchrony's negligent failure to perform its
15 duties under the FCRA, Plaintiff has suffered damages, mental anguish,
16 suffering, humiliation, and embarrassment.
17

18 23. Synchrony is liable to Plaintiff by reason of its violations of the FCRA in an
19 amount to be determined by the trier of fact together with reasonable attorneys'
20 fees pursuant to 15 USC 1681o.
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22 24. Plaintiff has a private right of action to assert claims against Synchrony arising
23 under 15 USC 1681s-2(b).
24
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1 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
2 against the Defendant Synchrony for damages, costs, interest, and attorneys' fees.
3

4 **COUNT II**

5 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**
6 **SYNCHRONY**

7 25.Plaintiff realleges the above paragraphs as if recited verbatim.

8 26.After being informed by Experian that Plaintiff disputed the accuracy of the
9 information it was providing, Synchrony willfully failed to conduct a proper
10 reinvestigation of Plaintiff's dispute, and willfully failed to direct Experian to
11 report the Errant Tradeline with a \$0.00 monthly payment amount.
12

13 27.Synchrony willfully failed to review all relevant information available to it and
14 provided by Experian as required by 15 USC 1681s-2(b).
15

16 28.As a direct and proximate cause of Synchrony's willful failure to perform its
17 duties under the FCRA, Plaintiff has suffered damages, mental anguish,
18 suffering, humiliation, and embarrassment.
19

20 29.Synchrony is liable to Plaintiff for either statutory damages or actual damages
21 she has sustained by reason of its violations of the FCRA in an amount to be
22 determined by the trier of fact, together with an award of punitive damages in the
23 amount to be determined by the trier of fact, as well as for reasonable attorneys'
24 fees and costs she may recover therefore pursuant to 15 USC 1681n.
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WHEREFORE, PLAINTIFF PRAYS that this court grants her a judgment against the Defendant Synchrony for the greater of statutory or actual damages, plus punitive damages, along with costs, interest, and attorneys' fees.

NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY EXPERIAN

30.Plaintiff realleges the above paragraphs as if recited verbatim.

31. Defendant Experian prepared, compiled, issued, assembled, transferred, published, and otherwise reproduced consumer reports regarding Plaintiff as that term is defined in 15 USC 1681a.

32. Such reports contained information about Plaintiff that was false, misleading, and inaccurate.

33. Experian negligently failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Plaintiff, in violation of 15 USC 1681e(b).

34. After receiving Plaintiff's consumer dispute to the Errant Tradeline, Experian negligently failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

1 35.As a direct and proximate cause of Experian's negligent failure to perform its
2 duties under the FCRA, Plaintiff has suffered actual damages, mental anguish
3 and suffering, humiliation, and embarrassment.
4

5 36.Experian is liable to Plaintiff by reason of its violation of the FCRA in an amount
6 to be determined by the trier of fact together with her reasonable attorneys' fees
7 pursuant to 15 USC 1681o.
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10 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
11 against Experian for actual damages, costs, interest, and attorneys' fees.
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14 **COUNT IV**

15 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
16 **BY EXPERIAN**

17 37.Plaintiff realleges the above paragraphs as if recited verbatim.

18 38.Defendant Experian prepared, compiled, issued, assembled, transferred,
19 published, and otherwise reproduced consumer reports regarding Plaintiff as that
20 term is defined in 15 USC 1681a.
21

22 39.Such reports contained information about Plaintiff that was false, misleading, and
23 inaccurate.
24

1 40.Experian willfully failed to maintain and/or follow reasonable procedures to
2 assure maximum possible accuracy of the information that it reported to one or
3 more third parties pertaining to Plaintiff, in violation of 15 USC 1681e(b).
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5 41. After receiving Plaintiff's consumer dispute to the Errant Tradeline, Experian
6 willfully failed to conduct a reasonable reinvestigation as required by 15 U.S.C.
7 1681i.
8

9 42.As a direct and proximate cause of Experian's willful failure to perform its duties
10 under the FCRA, Plaintiff has suffered actual damages, mental anguish and
11 suffering, humiliation, and embarrassment.
12

13 43.Experian is liable to Plaintiff by reason of its violations of the FCRA in an amount
14 to be determined by the trier of fact together with her reasonable attorneys' fees
15 pursuant to 15 USC 1681n.
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18 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment
19 against Defendant Experian for the greater of statutory or actual damages, plus punitive
20 damages along with costs, interest, and reasonable attorneys' fees.
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23 **JURY DEMAND**
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25 Plaintiff hereby demands a trial by Jury.
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1 DATED: October 30, 2020

2
3 By: /s/ Kristie L. Fischer
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